

SPECIFICATIONS
FOR VENDED FOOD SERVICE COMPANY
Child Nutrition Funded Programs 2021-2023

THE GRAY CHARTER SCHOOL

55 LIBERTY STREET

NEWARK, NJ 07102

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REQUEST FOR PROPOSALS

The Gray Charter School is currently requesting proposals for a multi-year contract 2021-2023 for the delivery and receipt of unitized pre-packaged vended meals for the following school food service programs: National School Lunch Program (NSLP), Breakfast Program, Seamless Summer Option (SSO) and the Summer Food Service Program (SFSP). The Gray Charter School plans to provide meal service for 450 students consisting of grades Kindergarten through Eighth (K-8). Services will consist of preparing meals off site at the commercial vendor facility and delivering meals to include: unitized prepackaged meals; bulk satellite menu items and milk (preferably organic).

II. SCOPE: The Commercial Vendor will provide services according to the standards regulations, policies and guidelines set by the USDA meal patterns and the New Jersey Department of Agriculture. Specifications can be obtained from The Gray Charter School website: www.graycharterschool.com. The contact person is the School Business Administrator at 55 Liberty Street, Newark, New Jersey 07102 and/or 973-824-6661, prompt 4.

III. REQUIRED INFORMATION: Interested Commercial Vendors and/or their representatives must submit three copies of their proposals by **July 9, 2021** to:

**THE GRAY CHARTER SCHOOL, 55 LIBERTY STREET, NEWARK,
NJ 07102. ATTN: SCHOOL BUSINESS ADMINISTRATOR.**

IV. SELECTION CRITERIA: The selection criteria to be used shall include:

a. Evaluation Criteria included in RFP. b. Proposers are required to comply with the requirements of N.J.S.A. I 0:5-3 let seq; N.J.A.C. 17:25-5.2 and N.J.A.C. 17:27.; and submission of the Iran Investment Disclosure Form prior to contract award c.

Qualifications of the individuals who will perform the tasks. c. Experience and references. d. Any other items that the school deems necessary for evaluation of proposals and the award of a contract. Gray Charter School's selection of a proposer shall not result in a proposal-based contract but would enable the negotiation of a contract between the school and proposer. Issuance of this RFP does not commit The Gray Charter School to award a contract, to pay any costs incurred in preparation of a response to this request, or to procure or contract any services or supplies. The Gray Charter School reserves the right to reject all proposals, and to resolicit.

As an equal opportunity/affirmative action employer, The Gray Charter School prohibits discrimination on the basis, of race, creed, color, sex, age, religion, sexual orientation, marital status, disability, or national origin. Minority and women's business enterprises will be afforded full consideration and are encouraged to respond.

SPECIFICATIONS

The Gray Charter School participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Seamless Summer Option (SSO) and Summer Feeding Program (SFP).

Terms of the actual agreement with the successful FSVC will be developed through negotiation and shall be consistent with the rights reserved by the The Gray Charter School as described herein.

The documents listed below are required for all proposal.

- Proof of business registration with the New Jersey Department of Treasury, Division of Revenue
- Proof of current health authority inspection report for the food preparation facility (N.J.A.C. 8:24)
- Statement of Ownership Interest and Political Contribution Disclosure
- Certification statement confirming compliance with Buy American regulations
- Compliance with Affirmative Action and Equal Employment Opportunity regulations
- Submission of Mandatory Federal Forms Packet
 - Form 39 – Disclosure of Investment Activities in Iran
 - Form 130 – Certificate Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
 - Form 131 – Certificate of Independent Price Determination
 - Form 132 – Disclosure of Lobbying Activities
 - Form 133 – Certificate Regarding Lobbying

I. School Calendar

Vendor will provide the vended meals daily, Monday through Friday, on days when schools are in session according to the SFA's school year calendar attached. The SFA will not be responsible for receiving or paying for vended meals (i) on days when schools are closed, as shown on the SFA's school year calendar; (ii) on any planned non- serving day that is not shown on the SFA's school year calendar, provided the SFA notifies Vendor (by phone/email/fax) at least 3 days in advance of such date; and (iii) on days when schools are closed due to inclement weather.

II. Meal Requirements

Under this contract, Vendor will provide (SFA – *MUST check **all** that apply*):

- Lunches meeting National School Lunch Program requirements set forth in 7 CFR Section 210.10.
- Breakfast's meeting School Breakfast Program requirements set forth in 7 CFR Section 220.8.
- Afterschool snacks meeting Afterschool Care Snacks requirements set forth in 7 CFR Section 210.10.
- Summer Food Service Program (SFSP).
- Seamless Summer Option (SSO).

All vended meals will conform to the current applicable meal pattern requirements set forth by federal regulations.

III. Milk

(SFA – *MUST check one*)

All vended meals supplied by Vendor will **include milk**. For all purchases of fresh milk for the SFA vended meals, Vendor shall purchase an amount of fresh milk from New Jersey producers at least equal to the amount of fresh milk proposed to be furnished to the SFA, in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55-1.1 *et seq.*

-OR-

Vendor will supply all vended meals **without milk**, which the SFA will purchase separately.

-OR-

Not Applicable. Vendor will supply the entrée only.

IV. Menus

Vendor will initially supply vended meals in accordance with the cycle menu that was included in the bid or proposal that Vendor submitted to the SFA for the award of this contract.

(SFA- *MUST check one*) Thereafter,

Vendor will provide the SFA with subsequent menus prepared on a [weekly] [bi-weekly] [**monthly**] basis at least in advance of their effective dates.

-OR-

The SFA will develop a subsequent menu and provide it to Vendor.

V. Substitutions

In the event of a one-day school closing due to inclement weather or an emergency, Vendor may choose to provide that day's scheduled meal on the next day. Additionally, Vendor may choose to provide a substitution to a meal component as long as Vendor first notifies the SFA of the substitution. All substitutions shall meet all meal pattern requirements.

VI. Orders

(SFA – *MUST check one*)

The SFA will order vended meals on a **Weekly** basis. Vendor will be notified by [phone/email/fax] on (Time period) each ___ of the numbers of each type of vended meal needed for each day of the following week. (Day of the week)

-OR-

The SFA will order vended meals on a daily basis. Vendor will be notified by [phone/email/fax] not later than ___ of the numbers of each type of vended meal needed for [that day] [the following day]. (Time of day) The SFA may increase or decrease the number of each type of vended meal ordered for any day by up to _____ vended meals by notifying Vendor by [phone/email/fax] not later than ___ on the [scheduled delivery date] [day before the scheduled delivery date] or _____.

VII. Packaging

(SFA – *MUST check one or both, if applicable*)

- Vendor will provide all vended meals as individual, unitized meals packaged in sealed, leak-proof containers suitable for transport.

-AND/OR-

- Vendor will provide vended meals in bulk quantities, accompanied by written instructions listing the planned portion size to be served of each food component in order to meet the applicable meal pattern requirements.

All vended meals supplied by Vendor will include the following:

(SFA – *MUST check all that apply*) Eating utensils Condiments

- Paper goods serving utensils Steam Table Pans
- Disposable Meal Trays
- Eating Utensils
- Condiments
- Other (specify): 1 retherm oven, 1 warming oven, 1 refrigerator

VIII. Delivery

(SFA – *MUST check one*)

- Not later than **8:30 am** each day, Vendor will deliver vended meals in separate, suitable transport cartons for each meal type to each SFA vended site indicated. Vended meals should not be delivered before **6:30 am**. Vendor will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until the SFA accepts delivery. Vendor will prepare a daily delivery slip for each SFA vended site. An authorized SFA representative will count and verify all vended meals upon receipt at each SFA vended site and note any discrepancies on the daily delivery slip.

-OR-

- Vendor will package vended meals in separate, suitable transport cartons for each meal type to be picked up by the SFA not later than ____ each day. Vendor will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until picked up by the SFA. Vendor will prepare a daily delivery slip and an authorized SFA representative will count and verify all vended meals at pick up and note any discrepancies on the daily delivery slip.

-OR-

- Vendor will deliver bulk quantities of frozen meals/meal components every _____. Vendor will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until received by the SFA. Vendor will prepare a dated delivery slip and an authorized SFA representative will count and verify all vended meals/meal components at the time of delivery and note any discrepancies on the dated delivery slip.

IX. Charges and Billing

The SFA will pay the following charges for vended meals that meet the School Nutrition Programs requirements and that are provided in accordance with this contract:

	Unit Price Per Meal/Snack	x	ANNUAL Estimated Number of Meals/Snacks (ESTIMATED # OF DAILY MEALS x # OF SERVING DAYS)	=	ANNUAL Estimated Cost
Breakfast:					
Price 1:	\$ <u>1.42</u>	x	<u>100</u>	=	\$ <u>25,986.00</u>
Price 1 (boxed)	\$ <u>1.77</u>				
(If applicable)					
Lunch :					
Elementary:	\$ <u>2.49</u>	x	<u>120</u>	=	\$ <u>54,680.40</u>
Boxed	\$ <u>2.84</u>				
Middle:	\$ <u>2.49</u>	x	<u>80</u>	=	\$ <u>36,453.60</u>
Boxed	\$ <u>2.84</u>				
High:	\$ <u>N/A</u>	x	_____	=	\$ _____
Snack:					
	\$ <u>N/A</u>	x	_____	=	\$ _____
Dinner:					
	\$ _____	x	_____	=	\$ _____

TOTAL COST: \$117,120.00

Vendor will submit a written invoice to the SFA at the beginning of each calendar month listing the numbers and types of vended meals provided on each day of the preceding month, the monthly total for each type of vended meal provided, and their respective unit prices. The invoice shall also list any other food or supplies delivered to the SFA by Vendor. The SFA will make payment to Vendor within **30** days.

Where applicable, in each of its invoices, Vendor will credit by disclosure the SFA for the value of all donated foods received in the preceding month. In addition, Vendor will monitor and report the commodity pass through used by each commodity processor receiving any portion of the SFA entitlement dollars.

The SFA will not pay for vended meals that are spoiled or unwholesome at the time of delivery or that otherwise fail to meet the terms of this contract.

X. Health and Sanitation

Vendor will maintain applicable state and local health certifications for all facilities in which meals are prepared for the SFA. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

Vendor will follow applicable Hazard Analysis Critical Control Point (“HACCP”) procedures in the preparation and delivery of vended meals for the SFA.

XI. Recordkeeping and Availability of Records

A. Vendor will keep and maintain all HACCP food safety records, including HACCP process, and time and temperature monitoring.

B. Production Records: (SFA – *MUST check one*)

Vendor will provide daily production records. Vendor will complete all applicable sections. The SFA will be responsible for completing sections pertaining to HACCP and meal service on site.

-OR-

The SFA will complete daily production records. Vendor must provide all of the information required for the SFA to complete the records.

C. Vendor will provide records relating to vended meals as needed, including but not limited to, the following: recipes, nutrition fact labels, manufacturer product formulation statements and/or child nutrition (CN) labels for all menu items served as a part of the reimbursable vended meals.

D. Vendor agrees to grant representatives of the SFA, the New Jersey Department of Agriculture, USDA, and the

U.S. General Accounting Office access to any of its books, documents, papers and records directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions. Vendor will retain all required records for a period of three (3) years after the SFA makes final payment under this contract and all other pending matters are closed.

XII. Additional Vendor Responsibilities

Vendor agrees to comply with the following regulatory requirements, if applicable:

A. The Contract Work Hours and Safety Standards Act, as supplemented by U.S. Department of Labor regulations, 29 CFR Part 5 [contracts in excess of \$100,000 which involve employment of mechanics or laborers].

- B. The Clean Air Act (42 USC section 7401 *et seq.*), the Clean Water Act (33 USC section 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR) [contracts in excess of \$100,000].
- C. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- D. All applicable certification requirements under 31 USC section 1352, and the Byrd Anti-Lobbying Amendment 45 CFR section 2543.87 [contracts in excess of \$100,000], guaranteeing that it has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, in connection with obtaining the contract, grant or any other award.
- E. Affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used when possible as a source of suppliers in accordance with 2 CFR Part 200.
- F. All applicable Equal Employment Opportunity regulations and orders under 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, and Executive Order 11246, as amended by Executive Order 11375, amending Executive Order 11246 relating to Equal Employment Opportunity.
- G. The Buy American Act, 41 U.S.C. section 8301 *et seq.*, requiring the purchase of only products that are produced in the United States, whenever possible.

XIII. Nonperformance or Noncompliance

In the event of Vendor's nonperformance under this contract and/or its violation or breach of the contract terms, including liability for payment of fiscal action resulting from federal and/or state reviews or audits, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against Vendor and shall have the right to seek all sanctions and penalties as may be appropriate. Any Vendor liability, where found, will extend beyond the term of the contract.

XIV. Termination

The SFA or Vendor may cancel this contract for cause by giving sixty (60) days' written notification to the other party, including instances when Vendor is taken over by another entity or Vendor is sold to another entity.

The SFA or Vendor may terminate this contract at any time if it is prevented or delayed from fulfilling the terms of the contract due to war, strike, fire, flood, act of God, or any act not within its control and which, by the exercise of due diligence, it was unable to prevent. In such event, the SFA or Vendor, as the case may be, shall give written notice to the other party setting forth the reason for and the effective date of termination. Neither party shall be liable for any loss or penalty upon such termination, except that the SFA shall pay Vendor for vended meals delivered in accordance with this contract prior to the termination date.

XV. Political Contribution Disclosure [all contracts in the amount of \$17,500 or greater]

Included in the bid/proposal submitted to the SFA for award of this contract, Vendor signed and submitted a Political Contribution Disclosure Form listing the information set forth in N.J.S.A. 19:44A-20.26. During the term of this contract, Vendor and any person or business entity having an interest in Vendor, shall not make any contribution reportable under N.J.S.A. 19:44A-1 *et seq.* to any member of the board of education of the SFA.

XVI. Debarment / Suspension Certificate

Included in the bid/proposal submitted to the SFA for award of this contract, Vendor signed and submitted a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion in accordance with 7 CFR Part 3017 and Executive Orders 12549 and 12689 regarding debarment and suspension. Vendor shall provide immediate written notice to the SFA if it learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.

XVII. Certificate of Independent Price Determination

Prior to entering into this contract, the SFA and Vendor executed a Certificate of Independent Price Determination, certifying that the prices in the offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. The Certificate of Independent Price Determination shall be kept on file with the signed contract at the SFA.

XVIII. Certification Regarding Lobbying

Included in the bid/proposal submitted to the SFA for award of this contract, Vendor signed and submitted a Certification Regarding Lobbying and, if applicable, a Standard Form LLL – Disclosure of Lobbying Activities. During the term of this contract, Vendor shall file with the SFA a Standard Form LLL – Disclosure of Lobbying Activities at the end of each calendar quarter in which any event occurs that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously submitted by Vendor.

XIX. Disclosure of Investment Activities in Iran

Included in its response to the SFA's specifications and before entering into this contract, Vendor signed and submitted a Disclosure of Investment Activities in Iran, pursuant to N.J.S.A. 18A:18A-49.4, which requires the SFA to implement and comply with the provisions of P.L. 2012, c. 25 (N.J.S.A. 52-32-55, *et seq.*). P.L. 2012, c. 25 requires all bidders to complete a certification that attests that neither the bidder, nor any of its parents, subsidiaries and/or affiliates is listed on the list developed by the New Jersey Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran, pursuant to section 3 of P.L.2012, c. 25 (N.J.S.A. 52:32-57).

XX. Construction and Effect

The SFA and Vendor agree that this contract is intended to comply with applicable federal, state and local procurement and program requirements. In the event that any provision contained in the contract should conflict with any attachment to this contract, the provisions of the contract shall control.

XXI. List of Schools Receiving Vended Meals

School Name & Address	School Type	Meal Patter Grade Group	Vended Meals Provided
The Gray Charter School 55 Liberty St. Newark, NJ 07102	<input checked="" type="checkbox"/> Elementary <input checked="" type="checkbox"/> Middle <input type="checkbox"/> High School <input type="checkbox"/> Ungraded	<input checked="" type="checkbox"/> Grades K-5 <input checked="" type="checkbox"/> Grades K-8 <input type="checkbox"/> Grades 6-8 <input type="checkbox"/> Grades 9-12	<input checked="" type="checkbox"/> Breakfast <input checked="" type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack <input type="checkbox"/> Dinner